

## SIMPLE INTEREST RETAIL INSTALLMENT CONTRACT

REPRINT DATE: 11/05/2010

SALES DATE: 11/05/2010

Buyer (and Co-Buyer) Name and Address

KAREN ELISABETH ROTH

1521 E FRANKLIN ST C307  
CHAPEL HILL, NC 27514-2807  
919-933-2346

Dealer/Creditor Name and Address

DRIVETIME CARSALES COMPANY LLC  
3628 CAPITAL BLVD  
RALEIGH, NC 27604-3328  
919-334-0124

You, the Buyer (and Co-Buyer, if any), may buy the motor vehicle described below (the "Vehicle") for cash or on credit. The cash price is shown below as "Cash Price". By signing below, you represent that you have been quoted only one cash price for the Vehicle. The credit price is shown below as "Total Sale Price". By signing this Contract, you choose to buy the Vehicle on credit as described in this Contract. "We", "us" and "our" refer to the Dealer shown above, and, after assignment of this Contract, to DT Acceptance Corporation.

New/Used	Model Year and Make	Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2006 NISSAN	SENTRA	3N1CB51D46L607958	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Business

Trade-In:

Year

Make

Model

## FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your down payment of
20.853 %	\$ 9,273.66	\$ 15,686.69	\$ 24,960.35	\$ 25,760.35

## Payment Schedule

Number of Payments	Amount of Each Payment	When Payments Are Due
125	\$ 198.11	Bi-Weekly Beginning 11/20/2010
1 Final Payment	\$ 196.60	09/05/2015

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.

**Late Payment:** You must pay a late charge on the part of each payment not made within 10 days after the date the payment is due. The charge is 5 percent of the late amount or \$6.00, whichever is less.

**Security Interest:** You are giving a security interest in the Vehicle being purchased.

Please read this Contract for additional information on security interests, non-payment, default, and our right to require repayment of your debt in full before the scheduled maturity date.

You agree to pay a finance charge on the Amount Financed at the Annual Percentage Rate shown above. This rate is referred to in this Contract as the Contract Rate.

## NOTICE TO THE BUYER

THIS IS A CONSUMER CREDIT DOCUMENT. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF ALL PAGES OF THIS CONTRACT AT THE TIME YOU SIGN IT.

X Karen Elisabeth Roth  
Buyer Signs

X Retail Sales Contract  
Co-Buyer Signs

X Retail Sales Contract  
Co-Signer Signs

By signing below, the Dealer/Creditor accepts this Contract.

X DriveTime  
Dealer

By:

Title:

EXHIBIT A

<p><b>INSURANCE</b></p> <p>YOU MAY OBTAIN INSURANCE ON THE VEHICLE FROM A PERSON OF YOUR CHOICE THAT IS AUTHORIZED TO SELL SUCH INSURANCE AND IS ACCEPTABLE TO US.</p> <p>LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.</p> <p><b>NOTICES REQUIRED BY FEDERAL LAW</b></p> <p>Used motor vehicle buyers guide. If you are buying a used vehicle with this Contract, federal regulations may require a special buyers guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.</p> <p>NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.</p>
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<b>ITEMIZATION OF AMOUNT FINANCED</b>	
1. Cash Price (Including Hwy Use tax of \$ 478.21 any accessories, their installation, and taxes)	\$ 16,418.69 (1)
2. Down Payment	
Cash Down Payment	\$ 800.00
Trade-In Allowance	\$ .00
Trade-In Payoff	\$ .00
Payoff To:	
Net Trade-In (Description Above)	\$ .00
Total Down Payment	\$ 800.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 15,618.69 (3)
4. Amounts Paid to Others on Your Behalf	
(a) To Public Officials	
(i) License, title & registration fees	\$ 68.00
(ii) Filing fees	\$ N/A
(iii) Taxes (SC Property Tax not in Cash price above)	\$ .00
*(b) Other Charges:	
*To DriveTime for Documentation Fees	\$ .00
*To N/A for N/A	\$ N/A
Total Amounts Paid to Others on Your Behalf (a plus b)	\$ 68.00 (4)
*Dealer may retain or receive a portion of these amounts	
5. Balance of Cash Price and Other Charges (3 plus 4)	\$ 15,686.69 (5)
6. Amount Financed	\$ 15,686.69 (6)

**Payments:** You jointly and severally agree to make all payments when they are due according to the Payment Schedule shown in the Federal Truth in Lending Disclosure Box on the first page of this Contract. You may prepay this Contract at any time without penalty.

**Security Interest:** To secure your obligations, you give us a security interest in the Vehicle, all accessions, attachments, accessories and equipment placed in or on the Vehicle and all proceeds of the Vehicle. You also give us a security interest in all money or goods received for the Vehicle and all insurance premiums, service and other contracts we finance. The security interest secures payment of all amounts you owe in this Contract and performance of your other agreements in this Contract. You will not grant anyone else a security interest, lien or any other claim to the Vehicle without our express prior written consent. We reserve our right of setoff (we can apply funds we owe you to what you owe us under the Contract) to the extent not prohibited by applicable law.

**Finance Charges:** This is a simple interest Contract. The finance charges you pay will depend on how you make your payments. Your actual finance charges may be more than the disclosed Finance Charges if you make your payments late or in less than the scheduled amount. We will apply payments to late charges, Finance Charges and to the unpaid balance of the cash price and other charges in any manner we choose unless we are required by law to apply payments in a particular order. Finance Charges are earned by applying the Contract Rate to the unpaid Balance of Cash Price and Other Charges for the time such balance is owed. The Dealer may receive a portion of the Finance Charges.

**Use of Vehicle:** You must take care of the Vehicle. You must obey all laws in using it. You must keep the Vehicle in your possession at the Buyer's address shown above, unless we approve another address in writing. You may not sell or rent the Vehicle. You must keep it free from the claims of others. You will not take it out of the United States without our prior written consent. You will immediately tell us of any change in your address or the address where the Vehicle is regularly kept. You agree not to add to the Vehicle any accessories, equipment or any other property in which any other person has an ownership or security interest.

**Warranties Seller Disclaims:** Unless the Seller makes an express warranty, or enters into a service contract within 90 days from the date of this Contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. Only the manufacturer or supplier shall be liable for performance under their warranties.

**Vehicle Insurance:** You must insure yourself and us for the term of this Contract against loss of or damage to the Vehicle with a policy in the Buyer's name acceptable to us. You will maintain comprehensive fire, theft and collision coverage, insuring the Vehicle for at least the Vehicle's fair market value. You will name us as loss payee and provide whatever evidence of insurance we request. We must approve the type and amount of insurance. If you do not maintain the required insurance you will be in default. We may buy substantially similar coverage at your expense.



# STATE OF NORTH CAROLINA

MVR 191 (Rev. 05/07)

## CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER  
3N1CB51D46L607958

YEAR MODEL  
2006

MAKE  
NISS

BODY STYLE  
4S

TITLE NUMBER  
77303410324622Z

TITLE ISSUE DATE  
12/01/2010

PREVIOUS TITLE NUMBER  
772485080044003

MADE TO  
D T ACCEPTANCE CORP  
PO BOX 2997  
PHOENIX AZ 85062-2997

ODOMETER READING

073099

ODOMETER STATUS

TITLE BRANDS

OWNER(S) NAME AND ADDRESS

KAREN ELISABETH ROTH  
1521 E FRANKLIN ST APT C507  
CHAPEL HILL NC 27514-2807



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

*Richard Robertson*  
COMMISSIONER OF MOTOR VEHICLES

FIRST LIENHOLDER:  
D T ACCEPTANCE CORP  
PO BOX 2997  
PHOENIX AZ 85062-2997

DATE OF LIEN 11/05/2010

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

SECOND LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

THIRD LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

FOURTH LIENHOLDER:

DATE OF LIEN

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

ADDITIONAL LIENS:

**EXHIBIT B**

83870795

22Z TIC2229



*Southeastern Edition*

# NADA

EXPANDED  
MILEAGE TABLE  
NOW  
AVAILABLE!

OFFICIAL  
USED CAR  
GUIDE

2004 THROUGH 2011  
PASSENGER CARS  
LIGHT-DUTY TRUCKS

Since 1933

2011 - MAY - 2011

## 138 NISSAN

	Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
PASSENGER CARS									
	700			Deduct W/out Air Conditioning				700	700
	600			Deduct W/out Automatic Trans. (Ex. Base)				600	600
2007 MAXIMA-V6									
	12125	13600	14825	Sedan 4D SE	A41	28050	3591	13350	18125
	13725	15250	16500	Sedan 4D SL	A41	30300	3579	14850	19875
2007 350Z-V6-6 Spd./AT									
	11275	12725	13925	Coupe 2D	BZ34	27900	3339	12550	17150
	12175	13650	14875	Coupe 2D Enthusiast	BZ34	29600	3344	13400	18175
	13300	14825	16075	Coupe 2D Touring	BZ34	32700	3380	14475	19450
	14575	16125	17400	Coupe 2D GT	BZ34	36100	3391	15675	20825
	15950	17525	18825	Coupe 2D NISMO	BZ34	38070	3352	16950	22325
	14750	16300	17575	Roadster 2D Enthusiast	BZ36	35550	3578	15825	21000
	15650	17225	18525	Roadster 2D Touring	BZ36	37900	3598	16675	22000
	16450	18050	19350	Roadster 2D GT	BZ36	40250	3600	17425	22875
MAXIMA/350Z OPTIONS									
	375			Add Bose Stereo (Std. SL, Touring, GT)				375	425
	525			Add Leather Seats (Std. SL, Touring, GT)				525	600
	800			Add Navigation System				800	900
	650			Add Power Sunroof				650	725
	100			Add Theft Recovery System				100	125
NISSAN									
2006 SENTRA-4 Cyl.									
	5050	5975	6725	Sedan 4D 1.8	CB51	13100	2513	6075	9025
	5400	6350	7100	Sedan 4D 1.8 S	CB51	15100	2581	6400	9425
	6100	7075	7850	Sedan 4D SE-R	AB51	18000	2761	7075	10250
	6475	7450	8250	Sedan SE-R Spec V (6 Spd.)	AB51	18200	2710	7425	10675
	200			Add Aluminum/Alloy Wheels (Std. SE-R)				200	225
	500			Add Power Sunroof				500	575
	250			Add Rockford Fosgate Stereo				250	300
	550			Deduct W/out Air Conditioning				550	550
	475			Deduct W/out Automatic Trans. (Ex. Spec V)				475	475
2006 ALTIMA-4 Cyl.									
	6625	7700	8575	Sedan 4D (5 Spd.)	AL11	17650		7725	11200
	7725	8850	9775	Sedan 4D S	AL11	19500	3041	8800	12500
	9325	10100	11050	Sedan 4D SL	AL11	23350		9950	13875
	9800	11000	11975	Sedan 4D SL (V6)	BL11	27300	3396	10800	14850
	9950	10125	11075	Sedan 4D SE (V6)	BL11	23500	3227	9975	13900
	10425	11650	12625	Sedan 4D SE-R (V6, AT/6 Spd.)	BL11	29550	3279	11375	15550
	250			Add Aluminum/Alloy Wheels (Std. SL, SE, SE-R)				250	300
	325			Add Bose Stereo System (Std. SL, SE-R)				325	375
	400			Add Leather Seats (Std. SL, SE-R)				400	450
	700			Add Navigation System				700	800
	225			Add Power Seat (Std. SL, SE, SE-R)				225	250
	550			Add Power Sunroof (Std. SL V6, SE-R)				550	625
	650			Deduct W/out Air Conditioning				650	650
	550			Deduct W/out Automatic Trans. (Ex. Base, SE-R)				550	550
2006 MAXIMA-V6									
	8900	10275	11400	Sedan 4D SE	A41	27750	3447	10275	14475
	9775	11175	12325	Sedan 4D SL	A41	30000	3493	11100	15475
2006 350Z-V6-6 Spd./AT									
	9100	10475	11600	Coupe 2D	AZ34	27450	3339	10450	14700
	9900	11300	12450	Coupe 2D Enthusiast	AZ34	29150	3344	11225	15600

ADJUST FOR MILEAGE  
SOUTHEASTERN EDITION - MAY 2011

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## NISSAN 139

	Rough Trade-In	Average Trade-In	Clean Trade-In	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail
PASSENGER CARS									
	10950	12400	13600	Coupe 2D Touring	AZ34	32250	3380	12250	16825
	11350	12800	14000	Coupe 2D Track	AZ34	34350	3370	12600	17250
	12150	13625	14850	Coupe 2D GT	AZ34	35650	3391	13375	18150
	12175	13650	14875	Roadster 2D Enthusiast	AZ36	34850	3578	13400	18175
	13000	14500	15750	Roadster 2D Touring	AZ36	37450	3598	14175	19100
	13800	15325	16575	Roadster 2D GT	AZ36	39800	3600	14925	19950
MAXIMA/350Z OPTIONS									
	350			Add Bose Stereo (Std. SL, Touring, GT)				350	400
	475			Add Leather Seats (Std. SL, Touring, GT)				475	550
	750			Add Navigation System				750	850
	600			Add Power Sunroof				600	675
	600			Deduct W/out Automatic Trans. (Ex. 350Z)				600	600
NISSAN									
2005 SENTRA-4 Cyl.									
	3950	4825	5525	Sedan 4D 1.8	CB51	12500	2513	4975	7700
	4250	5125	5850	Sedan 4D 1.8 S	CB51	14500	2581	5275	8050
	4650	5775	6525	Sedan 4D SE-R	AB51	17400	2761	5875	8900
	5225	6150	6900	Sedan SE-R Spec V (6 Spd.)	AB51	17600	2710	6225	9225
	200			Add Aluminum/Alloy Wheels (Std. SE-R)				200	225
	450			Add Power Sunroof				450	500
	225			Add Rockford Fosgate Stereo				225	250
	580			Deduct W/out Air Conditioning				580	500
	425			Deduct W/out Automatic Trans. (Ex. Spec V)				425	425
2005 ALTIMA-4 Cyl.									
	5375	6400	7225	Sedan 4D (5 Spd.)	AL11	17250	3001	6525	9725
	6325	7400	8275	Sedan 4D S	AL11	19050	3041	7450	10875
	7375	8475	9375	Sedan 4D SL	AL11	23400	3104	8450	12075
	8150	9300	10225	Sedan 4D SL (V6)	BL11	26900	3296	9225	12975
	7475	8600	9500	Sedan 4D SE (V6)	BL11	23100	3227	8550	12200
	8650	9800	10750	Sedan 4D SE-R (V6, AT/6 Spd.)	BL11	29200	3279	9675	13550
	200			Add Aluminum/Alloy Wheels (Std. SL, SE, SE-R)				200	225
	275			Add Bose Stereo System (Std. SL, SE-R)				275	325
	350			Add Leather Seats (Std. SL, SE-R)				350	400
	600			Add Navigation System				600	675
	200			Add Power Seat (Std. SL, SE, SE-R)				200	225
	500			Add Power Sunroof (Std. SL V6, SE-R)				500	575
	600			Deduct W/out Air Conditioning				600	600
	500			Deduct W/out Automatic Trans. (Ex. Base, SE-R)				500	500
2005 MAXIMA-V6									
	7325	8625	9700	Sedan 4D SE	A41	27100	3436	8750	12650
	8200	9525	10625	Sedan 4D SL	A41	29350	3492	9575	13650
2005 350Z-V6-6 Spd./AT									
	8025	9350	10450	Coupe 2D	AZ34	26500	3188	9425	13450
	8725	10075	11200	Coupe 2D Enthusiast	AZ34	28450	3197	10100	14250
	9000	10375	11500	Coupe 2D Performance	AZ34	30650	3217	10350	14575
	9625	11025	12175	Coupe 2D Touring	AZ34	31800	3247	10975	15300
	9900	11300	12450	Coupe 2D Track	AZ34	34300	3225	11225	15600
	11075	12525	13725	Coupe 2D Anniversary	AZ34	36100	3229	12375	16950
	10175	11600	12775	Roadster 2D Enthusiast	AZ36	34050	3428	11500	15950
	10875	12325	13525	Roadster 2D Touring	AZ36	36450	3462	12175	16750
	11600	13075	14275	Roadster 2D GT	AZ36	39200	3536	12850	17550
MAXIMA/350Z OPTIONS									
	300			Add Bose Stereo (Std. SL, Touring, Annv., GT)				300	350

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# EXHIBIT